

1 WEINSTEIN & RILEY, P.S.  
2 Jerome A. Yelsky – SBN 75240  
3 Of Counsel  
4 12100 Wilshire Blvd, Suite 1100  
5 Los Angeles, CA 90025  
6 Telephone: 310-820-6529  
7 Attorney for Plaintiff

8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10 In Re:  
11 Celso P Sanchez,  
12 Debtor.

Chapter 7  
Bankruptcy No. 10-55369  
Adversary Case No. 10-05282

13 STIPULATION FOR ENTRY OF JUDGMENT  
14 AND SETTLEMENT AGREEMENT

15 Wells Fargo Bank, N.A.,  
16 Plaintiff,  
17 vs.  
18 Celso P Sanchez,  
19 Defendant.

DATE: 11/23/2010  
TIME: 2:00 pm  
CTRM: 3099

20 A. On or about May 22, 2010, Defendant Celso P Sanchez (hereinafter referred to as  
21 "Defendant") filed a Voluntary Petition under Chapter 7 of the Bankruptcy Code bearing Case No. 10-  
22 55369.

23 B. On or about August 10, 2010, Plaintiff Wells Fargo Bank, N.A., (hereinafter referred to as  
24 "Plaintiff") filed an Adversary Proceeding against Defendant, 10-05282, seeking a determination that the  
25 Defendant's outstanding credit card debt in the sum of \$13,200.00 should be nondischargeable pursuant to  
26 § 523(a)(2)(A).  
27  
28

1 C. Plaintiff alleges in its Complaint that at the time Defendant made the aforementioned  
2 charges and/or cash advances against Plaintiff's credit card, the Defendant represented that Defendant had  
3 the intent to repay the debt, when in fact, based on the totality of the circumstances surrounding the  
4 Defendant's Chapter 7 filing, the Defendant did not have the intent to repay the debt under the analysis set  
5 forth In re Dougherty, 84 B.R. 653, 657 (9th Cir. B.A.P. 1988), and adopted by the Ninth Circuit in In re  
6 Eashai, 167 B.R. 181, 183 (9th Cir. B.A.P. 1994), affirmed, 87 F.3d 1082 (9th Cir. 1996). Defendant  
7 denies these allegations.  
8

9 D. The parties now desire to settle this Adversary Proceeding to avoid the possible adverse  
10 consequences which could result from a trial.  
11

12 E. It is understood and agreed between the parties that this is a compromise in settlement of a  
13 disputed claim, and that the Defendant does not admit to any specific allegation contained in the Adversary  
14 Proceeding.

15 F. Based on the foregoing facts and in consideration of the covenants contained herein and  
16 other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the  
17 parties, Plaintiff, represented by the Law Firm of Weinstein & Riley, P.S., and Defendant, represented by  
18 Eliza Xuan Wang, stipulates as follows:  
19

20 1. In full satisfaction of any and all claims which Plaintiff has against Defendant,  
21 Plaintiff shall be entitled to a Judgment in its favor and against Defendant in the principal sum of  
22 \$2,400.00 subject to the terms and conditions set forth below.  
23

24 No execution of Judgment shall occur, so long as Defendant remits the sum of \$2,400.00  
25 payable as follows:

- 26 a. Payments of \$100.00 per month, due on or before the 20th of each month,  
27 beginning October 20, 2010, until paid in full.  
28

1 All payments should be made payable to and sent to Wells Fargo Bank, N.A., c/o WEINSTEIN  
2 & RILEY, P.S., P.O. BOX 3978, Seattle, WA 98124; unless another address is designated in writing.

3 All payments by Defendant are due on the 20th day of the month. Defendant is in default after the 30th  
4 day of the month if payment is not made by the 30th day of the month.

5 Account Number XXXXXXXXXXXX1657 shall be written on all checks used to make payments.

6  
7 2. That said debt shall be declared to be nondischargeable pursuant to 11 U.S.C. §  
8 523(a)(2)(A).

9 3. That said judgment will bear no interest.

10 4. That both Plaintiff and Defendant shall bear their own costs and attorneys' fees  
11 incurred in prosecuting or defending this matter.


12  
13 5. In the event of a default in any payment when due, and should default exceed ten  
14 (10) days, Plaintiff shall notify Defendant of such default by first class mail. If such default is not cured  
15 within seven (7) business days thereafter, then Plaintiff will be entitled to execute on the remaining balance  
16 of said judgment, together with interest at the Federal Reserve rate from the date of default based upon  
17 Plaintiff's Declaration or Affidavit without further notice to Defendant. For the purpose of Notice of  
18 Default, Entry of Judgment and execution of Judgment, the address of Defendant (see attached service  
19 list), and shall be considered proper written notice to Defendant unless and until written notice of change  
20 of address is given to Plaintiff's attorney of record at the above-referenced address.

21  
22 6. This stipulation for entry of judgment and settlement agreement does not constitute  
23 an admission of liability or non-liability as the case may be. This stipulation and settlement agreement is  
24 entered into by each of the parties to resolve a disputed claim and to avoid the incurrence of additional  
25 costs and attorneys' fees.  
26  
27  
28

7. Upon default, this judgment will bear interest at the Federal Reserve rate from the date of default.

Weinstein &amp; Riley, P.S.

Dated: 8/25/10

  
Jerome A. Yelsky, Of Counsel  
Attorney for Plaintiff

Dated: 8-24-2010

  
Ceiso P Sanchez  
Debtor

Dated: 08/24/2010

Eliza Xuan Wang  
Attorney for Debtor/Defendant